

EXHIBIT E

UCI lease
with city
- Wade oval

INDENTURE OF LEASE

lease w/ city

THIS AGREEMENT made at Cleveland, Ohio, by and between the City of Cleveland, a municipal corporation, hereinafter designated the "LESSOR", by its Director of Public Properties pursuant to Ordinance No. 1422-70, passed September 28, 1970, and University Circle, Incorporated, f.k.a. University Circle Development Foundation, a corporation not for profit, hereinafter designated the "LESSEE", for lease of premises located at East 108th Street and Wade Park Avenue.

W I T N E S S E T H

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio known as being part of Original 100 Acre Lot No. 394 and bounded and described as follows; bounded on the west by the easterly curb line of the park drive leading from East Boulevard at East 108th Street to the park drive separating the Cleveland Museum of Art property from the City of Cleveland property; bounded on the north by the southerly curb line of East Boulevard; bounded on the east by the westerly curb of East Boulevard; the northerly line of land leased to the Garden Center of Greater Cleveland by the City of Cleveland, by Ordinance No. 1305-68; passed by City Council July 15, 1968 and the westerly lines of land leased to said Garden Center of Greater Cleveland by the following Ordinances respectfully Ord. No. 1305-68 above, Ord. No. 1578-63 passed October 7, 1963 and ORD. No. 1976-68 passed December 16, 1968 and the southerly prolongation in a direct line of said westerly lines of land so leased to the Garden Center of Greater Cleveland to the northerly curb line of the Park Drive separating the Cleveland Museum of Art property from the City of Cleveland property; bounded on the south by said northerly curb line of the Park Drive separating the Cleveland Museum of Art property from the City of Cleveland property, all as shown on the attached print.

WHEREAS, the Lessor desires to be relieved of the expense of maintenance of the premises covered by this lease, and

WHEREAS, the Lessee is engaged in the maintenance as park land of areas adjacent to the premises covered by this lease, and

WHEREAS, the Lessee is willing to assume responsibility to maintain said premises for park uses which will in no way conflict with the restric-

tions in the deeds by which the Lessor has acquired its various park lands.

NOW, THEREFORE, this Indenture of Lease

WITNESSETH:

Lessor does hereby let and lease to the Lessee the premises in the City of Cleveland, County of Cuyahoga and State of Ohio more particularly described as follows: (Copy Annex C) hereinafter called the "Premises" for the purpose only of maintaining a public park, including gardens, upon the following covenants, terms and conditions:

1. The term of this lease shall be from December 30, 1970 through December 31, 2068.
2. Lessee shall pay on the second day of each calendar year the sum of One Dollar (\$1.00) as rent hereunder. In addition, Lessee agrees to maintain the Premises in a neat and sightly condition, such maintenance to be at the expense of the Lessee except for the contributions to said maintenance by the Lessor which are herein specifically provided for. Lessee shall maintain the Premises in full compliance with the covenants of the Lessor contained in any deed by which the Lessor acquired title or by which the Lessor joined with others in placing conditions, restrictions, or limitations on the Premises herein described, and shall in particular make such uses as are consistent with any conditions, restrictions or limitations and covenants contained in a deed dated September 15, 1882, in which Jephtha H. Wade is the grantor and the City of Cleveland is the grantee, which deed is recorded in Volume 341, page 165, of Cuyahoga County Records.
3. The Lessor, free of expense to the Lessee, shall provide:
 - (a) Water required by the Lessee for irrigation of the Prem-

ises but not cost of installation of new or additional water distribution lines to serve leased properties which cost shall be borne by lessees.

(b) Electricity required by the Lessee for lighting the Premises at existing level -- not new distribution lines or fixtures -- not any internal lighting of buildings, etc.

(c) Removal of snow from the roadways on the Premises.

(only on unleased public rights of way.)

(d) Shrubs, trees, flowers, mulches and fertilizers for the Premises of those kinds which are available at the Lessor's nurseries or other facilities, within reason as determined by the Commissioner of Parks.

4. The Lessor agrees at its expense, on request from the Lessee, to prune or remove trees on the Premises which are in excess of six inches in diameter measured four feet above the ground.

5. No structure shall be erected above the surface except light poles, fountains and shelters appropriate for park purposes. Lessee may make such rearrangements of plantings, roadways and walkways as it shall choose on leased lands.

6. The Lessor agrees that this lease does not lessen, and the Lessor confirms, the City's obligation to provide police protection to the demised Premises and to cooperate with any police maintained by the Lessee in the performance of this obligation.

7. In the event of default by either party to this lease in the performance of its obligations hereunder the other party may give the defaulting party written notice specifying the default and if such default is not cured within ninety (90) days after the giving of such notice the party giving such notice shall be entitled to terminate this lease. In addition, the Lessee shall have the right to terminate this lease without

assigning any reason therefor upon one (1) year's written notice to the Le

8. The Lessee shall have the right to assign or sublet this lease only to any one or more of The Cleveland Museum of Art, an Ohio corporation not for profit, The Cleveland Museum of Natural History, an Ohio corporation not for profit and the Garden Center of Cleveland, an Ohio corporation not for profit, provided that such permitted assignee or assignees or sublessee or sublessees shall assume in writing the obligations of the Lessee hereunder.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands this 16 day of March, 1974.

Signed in the presence of:

Donna J. Dickerson
[Signature]

CITY OF CLEVELAND

By: [Signature]
EDWARD J. BAUGH, Director
Department of Public Properties (L

Signed in the presence of:

Camille M. Blyth
[Signature]
Helen M. Boland
[Signature]

UNIVERSITY CIRCLE, INCORPORATED

By: [Signature]
Vice President

Attest [Signature]
Assistant Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

Before me, a Notary Public, in and for said County and State, personally appeared the above named City of Cleveland, by Edward J. Baugh, Director of Public Properties, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Cleveland, Ohio, this _____ day of _____, 1971.

Notary Public

My commission expires:

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

Before me, a Notary Public, in and for said County and State, personally appeared University Circle Incorporated, by Murray M. Davidson, Vice President, and Beverly R. Segal, Assistant Secretary, who acknowledged the execution of the foregoing Lease, and that the same is their free act and deed as such officers, and the free act of University Circle Incorporated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Cleveland, Ohio, this 16 day of March, 1971.

Isabella E. Carter
Notary Public

My commission expires:

ISABELLA E. CARTER
Notary Public
My Commission Expires May 17, 1973